

INVITATION FOR BIDS (IFB) NO. 97-070

TO

PROVIDE

SECURITY GUARD SERVICES

AT

KAPIOLANI COMMUNITY COLLEGE

UNIVERSITY OF HAWAII

HONOLULU, HAWAII

APRIL, 1997

BOARD OF REGENTS

UNIVERSITY OF HAWAII

HONOLULU, HAWAII

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Community College, University of Hawaii, Honolulu, Hawaii

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**IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS
TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID
PACKAGE.**

BIDDER'S REMINDER:

- 1. Bid pages 1 - 5, Signature page must have an authorized original signature; Evidence of Authority should be attached.**
- 2. Tax Clearance Certificate or OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, (see Special Provisions).**

UPON AWARD, CONTRACTOR SHALL PROVIDE:

- 1. Certificate of Insurance (see Special Provisions).**
- 2. Certificate of Fidelity Bond Coverage (see Technical Specifications).**
- 3. Proof of Licensing (see Special Provisions).**

NOTICE TO BIDDERS

BID FORMS for IFB No. 97-070, Security Guard Services, will be available from and received in the OFFICE OF PROCUREMENT, PROPERTY AND RISK MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, and must be submitted no later than 2:30 p.m., April 21, 1997, and at that time will be publicly opened.

Bids received after the time and date fixed for opening will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request an official copy of the IFB by providing the vendor's name, address, contact person, telephone number, facsimile number, and an account number, billable to the receiver, for express shipment. Requests may be submitted via facsimile, (808) 956-2093. Direct all questions to Suzanne Tanaka, (808) 956-9485.

Kenneth P. Mortimer
President, University of
Hawaii and Chancellor,
University of Hawaii at Manoa

Advertised: Honolulu Advertiser

Issue of: April 10, 1997

NOTICE TO BIDDERS

OPPRM FORM 115

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

(See Official Document)

BID FORM
TO
PROVIDE
SECURITY GUARD SERVICES

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

To Whom It May Concern:

The undersigned has carefully examined the INVITATION FOR BIDS (IFB) NO. 97-070, TO PROVIDE SECURITY GUARD SERVICES AT KAPIOLANI COMMUNITY COLLEGE, UNIVERSITY OF HAWAII, HONOLULU, HAWAII, and offers to provide guard services, as required by the University at Kapiolani Community College, 4303 Diamond Head Road, Honolulu, Hawaii 96816, for an estimated 4,907.5 hours, for a TWELVE (12)-month period, commencing upon the date designated in the Notice to Proceed, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB), as follows:

BASIC BID

Hourly rate of _____
_____ DOLLARS (\$_____), per hour,
net, including all overhead, taxes, and profit, times the estimated
annual 4,907.5 hours, for a Total Extended Amount of

_____ DOLLARS (\$_____).

The Certification of Compliance with the requirements of Section 103-55, Hawaii Revised Statutes, as specified in Special Provision 3, ELIGIBILITY TO BID, is enclosed.

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax (currently 4%) imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if

tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Tax Clearance in the Special Provisions and Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

BASIS FOR AWARD

Bidders are advised that the award of this contract is contingent upon availability of funds. If funds are unavailable, the University reserves the right not to make award of this contract.

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL EXTENDED AMOUNT OF THE BASIC BID.**

NO AWARD SHALL BE MADE TO ANY BIDDER NOT ABLE TO SUBMIT PROOF THAT HE/SHE HAS BEEN IN THE GUARD SERVICE BUSINESS FOR AT LEAST ONE (1) YEAR.

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on page BID - 5, please indicate remittance address below:

Street Address or P. O. Box

City State Zip Code

INFORMATION REQUIRED FROM BIDDER

Bidder is requested to furnish the following information (to be completed by bidder as part of the bid):

1. Bidder's principal location _____
Street Address

City and State
2. Place of business in Hawaii _____
Name

Street Address

City and State
3. Number of years experience in guard services _____
4. Number of guards regularly employed by bidder in Hawaii _____
5. Licenses to perform guard services in Hawaii _____
Yes No
License No. _____
6. References (firms where guard services are provided)
 - 1)
 - 2)
 - 3)

Bidder's Name

WAGE CERTIFICATE

Description of Project: _____

(To be filled in by prospective bidder)

Pursuant to Section 103-55, HRS, I hereby certify that if awarded the contract in excess of \$5,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
2. All applicable laws of the Federal and State governments relating to worker's compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, HRS.

Bidder: _____

Signature: _____

Title: _____

Date: _____

SIGNATURE PAGE
(See Official Document)

CERTIFICATION FOR TAX CLEARANCE

RE: IFB No.: _____

Project/Title: _____

I certify that I have submitted a State and IRS tax clearance application (DOTAX Form A-6) by mail on _____, (date)
and have not received an original or certified copy at the time I submitted this offer.

Upon receipt of a tax clearance, I will immediately send an original or certified copy by mail to:

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

Signature (Original): _____

Printed Name: _____

Title: _____

Company Name: _____

Date: _____

TECHNICAL SPECIFICATIONS

SCOPE OF WORK

The Contractor shall provide security guard services to safeguard and protect facilities, property, personnel and students of the University of Hawaii, Kapiolani Community College ("KCC").

SCOPE OF SERVICES REQUIRED

The Contractor shall provide a minimum of ONE (1) uniformed security guard per shift performing the following duties:

1. Guard and protect all KCC and University owned property, including but not limited to, equipment, supplies, buildings, and all personnel located within or contiguous to the facility from injury, damage, or loss through theft, fire or trespass.
2. In the event trespasser(s) and/or other person(s) gain or attempt unauthorized access to secured areas, the security guard is directed to identify, detain and/or apprehend, in accordance with law, the individual(s) involved. If assistance is required, the Honolulu Police Department shall be contacted for that purpose and the college representative notified.
3. Inspect, tour and patrol the facilities, including buildings, parking lots and equipment, and secure same as designated by the authorized KCC representative. All doors, outside locks, windows and other means of entry are to be inspected. This shall include reporting of potentially hazardous or unsafe conditions, inadequate lighting of buildings, improper security conditions, unlocked main entrances, etc., which require reporting to an authorized representative of KCC.
4. In emergencies, such as fires or accidents, or in the event of other unusual occurrences adversely affecting KCC's interests, summon appropriate agencies and officials or give such aid as may be necessary or logical under the circumstances. This may include engaging in firefighting duties, protecting evidence at a scene of a crime, guarding an area following a natural disaster or serious accident, etc.
5. Observe and enforce all KCC security regulations and other orders which may be required to be enforced by the security guards acting in the normal course of their duties.
6. A complete inspection/patrol of the campus is to be made regularly as directed by KCC.

7. Other security duties may be assigned by the Auxiliary Services Officer of KCC during the scheduled security guard period.

SCHEDULE FOR SERVICES

Security guard services shall be provided during the following hours:

Monday through Friday
10:00 p.m. through 6:30 a.m. - 8.5 hours

Saturdays, Sundays and Holidays
6:30 a.m. through 6:30 a.m. - 24 hours

The total hours of 4,907.5 per year as specified in Attachment 1 is an estimate for bid purposes only.

The above services are to commence on the date designated in the Notice to Proceed for a period of TWELVE (12) months and shall be renewed annually thereafter, in accordance with Special Provision 7, TERM OF CONTRACT.

The University reserves the right to change the above schedule as the requirements change.

Contingent upon availability of funds, the University may increase the period of security coverage for weeknights, weekends, and holidays.

QUALIFICATION OF SECURITY GUARDS

The following are considered bona fide occupational qualifications for individuals to be assigned duties under these specifications:

1. Should be investigated by the Contractor before entering on duty to determine good character and reputation, suitability for employment, and personal qualifications meeting required employment standards. This investigation may include such things as inquiries of former employers, references and schools attended. Certified summaries of the Contractor's investigations shall be provided on request.
2. Shall possess maturity, good judgment, courage, alertness, tact, self-reliance, even temperament, and an ability to maintain good performance.
3. Shall possess a good working knowledge of security guard position requirements; have a high school education, or equivalent, or be a veteran with police or military experience commensurate with the type of service to be rendered; be proficient in the reading and comprehensive understanding of printed regulations, detailed written orders

and training material; and be able to compose reports and communicate verbally to clearly convey complete factual information.

4. Shall be in good general health without physical defects or abnormalities which would interfere with the performance of duties.
5. FIDELITY BOND. Contractor shall obtain a blanket fidelity bond covering its employees against theft of cash and/or other valuables throughout the term of this contract. The bond shall provide for such coverage in the amount of \$25,000 per incident. The Contractor agrees to deposit with the University, on or before the effective date of this contract, a certificate of blanket fidelity bond coverage which shall be held by the University during the entire term of this contract.
6. Shall be in approved uniform with appropriate badge or insignia. Color of uniform is optional but it must be distinctive and have uniformity of appearance.
7. Shall possess a valid motor vehicle driver's license and be able to drive an electric maintenance cart and a gas powered moped bicycle.
8. Shall be properly trained and supervised by the Contractor.
9. When on duty, the security guards shall refrain from having visitors and socializing.

CONTRACTOR'S RESPONSIBILITY

The Contractor shall, except as stated herein, furnish all personnel, equipment, materials and supplies necessary to provide the services as specified herein.

1. Quality Control. The Contractor shall perform all services in accordance with the terms of the contract and in accordance with the best practices of the trade. The Contractor shall assure, by proper direction, supervision, inspection, and an adequate work force, that quality control is maintained in performance of the services covered by the contract.
2. Supervision. The Contractor shall supervise all personnel required to perform the required services as follows:
 - 1) the guard on duty must call in to the Contractor once each hour to report any problems, request assistance or to receive directions on handling any problem areas reported to the Contractor through the telephone, and
 - 2) the road

supervisor must make an on-site visitation a minimum of ONE (1) visit per guard shift to provide the necessary supervision of the personnel on duty.

3. Reports, Files and Records. The Contractor shall submit reports, in writing, to the University as required. The Contractor shall prepare, compile and maintain appropriate files or records which accurately indicate implementation thereof, correspondence, and other similar records kept in the normal course of business. These files or records may be reviewed during the contract period by the University or a duly authorized representative.

The University or its duly authorized representative shall decide all questions which may arise as to quality or acceptability of the services performed and the manner of performance. Such decision shall be final and the University shall have authority to enforce such orders by the right to cancel the contract.

4. Two-way Radio Communication. While on duty, the Contractor shall provide two-way radio communication equipment for all guards for instantaneous radio communication to the Contractor's office/dispatch station.

CONTRACTOR FURNISHED ITEMS

The Contractor shall furnish and maintain in acceptable condition all equipment, materials and supplies, including but not limited to, the following:

1. Approved uniforms, badges and insignia for all Contractor employees.
2. Flashlights, batteries, irradiant clothing or equipment, rain protection clothing and other lighting equipment, as required by each security guard shift.
3. During each shift, guard logs of all activities shall be filled in by each security guard. Information required in logs, but not limited to, are: date and time guard checked in for work; areas assigned to inspect and patrol; normal and unusual conditions noted during shift which need to be brought to the attention of the responsible University official for action; time checked out from work; and security guard's signature. These guard logs shall be turned in by each security guard at the end of each shift, to the official designated by KCC.

FIREARMS

Contractor's security guards shall not carry or use firearms while performing work under this contract unless the Contractor is specifically authorized to do so, in writing, by the University.

CONTRACTOR'S ASSISTANCE

Contractor shall provide assistance and advice to KCC in supervising and carrying out the security program.

MAP

A map of KCC campus facilities showing areas where services shall be performed may be found at Attachment 2.

All questions pertaining to the Technical Specifications shall be directed to Ms. Ann Oshiro, Director of Administrative Services, telephone (808) 734-9571.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made in writing in accordance with the General Provisions to the Office of Procurement, Property and Risk Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.

ATTACHMENT 1

WORKING HOURS FOR SECURITY GUARDS

1. Daily Requirements

Monday through Friday:
10:00 p.m. - 6:30 a.m. (8.5 hours)

Saturdays, Sundays and Holidays
6:30 a.m. - 6:30 a.m. (24 hours)

2. Estimated Annual Requirements

Weekends: 52 weeks x 2 days = 104 days x 24 hours	2,496.0
Holidays: 13 days x 24 hours	312.0
Weekdays: 52 weeks x 5 days - 13 holidays = 247 x 8.5 hrs..	<u>2,099.5</u>
Total Estimated Annual Requirements (hours)	<u>4,907.5</u>

ATTACHMENT 2

(See Official Document)

SPECIAL PROVISIONS

1. SCOPE

The Providing of Security Guard Services at Kapiolani Community College, University of Hawaii, Honolulu, Hawaii, shall be in accordance with the terms and conditions of IFB No. 97-070 and the General Provisions dated February 23, 1996 included by reference. Copies of the General Provisions are available at the Office of Procurement, Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <http://www.state.hi.us/bids/notice03.htm>

2. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is Ann Oshiro, Director of Administrative Services, telephone (808) 734-9571.

3. ELIGIBILITY TO BID

Each prospective bidder, as a prerequisite to bid on any contract to supply services in excess of \$5,000 shall, at the time of bid submission, assure the University by certification in writing, of compliance with the requirements of Section 103-55, Hawaii Revised Statutes, that:

- a. The services to be rendered shall be performed by employees paid at not less than the wages or salaries paid to public officers and employees for similar work [currently at **\$8.03/hour (SR-6)** for Security Attendant I]. If, after the initial period, during the life of the contract, the State of Hawaii Salary Schedule is revised, the Contractor shall pay its employees at not less than the revised wages and salaries paid public officers and employees for similar work. The University shall grant the Contractor additional compensation, in accordance with Special Provision 8, ESCALATION CLAUSE.
- b. All applicable Federal and State laws relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

4. SITE INSPECTION

Each bidder shall visit the site and examine the conditions of same and be aware or satisfied as to physical condition and environment in relation to the terms and conditions of the bid specifications. No additional allowances will be granted because

of lack of knowledge of such conditions. Bidders may arrange for an appointment by calling Ann Oshiro, Telephone (808) 734-9571, on any normal working day, Monday through Friday, after 9:00 a.m., but not later than 4:00 p.m.

5. INSURANCE

Contractor shall maintain insurance acceptable to the University in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall provide Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence.

Insurance shall be in force the first day of the term of this contract.

Each insurance policy required by this contract shall contain the following three clauses:

- a. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of Hawaii, Director of Office of Procurement, Property and Risk Management."
- b. "It is agreed that any insurance maintained by the University of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- c. "The University of Hawaii is added as an insured as respects operations performed for the University of Hawaii."

Clauses b and c are waived for any professional liability/errors and omissions liability insurance.

Contractor agrees to deposit with University, on or before the effective date of this contract, certificates of insurance necessary to satisfy the University that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates therefor on deposit with the University during the entire term of this contract.

The University shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the University, the insurance provisions in this contract do not provide adequate protection for the University, the University may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The University's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

The University shall notify Contractor in writing of changes in the insurance requirements; and if Contractor does not deposit copies of acceptable insurance policies with the University incorporating such changes within SIXTY (60) days of receipt of such notice, this contract shall be in default without further notice to Contractor and the University shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damage, injury, or arising from the acts or omissions with respect to this contract.

6. INDEPENDENT CONTRACTOR

it is understood and agreed that the Contractor shall provide said services as an independent contractor and shall not be under the direction or control of the University. The University shall not be responsible for any claims and demands of any kind or nature that may be brought against it on any matter or thing arising out of or in connection with the services provided by the Contractor and not occasioned through the fault or negligence of the University.

7. TERM OF CONTRACT

The Contractor shall enter into a contract with the University for an initial period of ONE (1) year commencing on the date designated in the Notice to Proceed, and the unit price(s) bid shall remain firm for the initial term of the contract. Thereafter, the contract shall be renewable from year to year, for a total of FIVE (5) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date. The contract price for each renewal period shall remain the same or lower than the initial bid price or may be adjusted in accordance with Special Provision 8, ESCALATION CLAUSE, of the contract, upon written request of the Contractor. Further, the University may terminate the contract at any time, after the first year, upon NINETY (90) days' prior written notice.

8. ESCALATION CLAUSE

If, after the initial term of the contract the prevailing wage rates for state civil services workers performing similar work is increased, the University shall allow the Contractor to adjust the contract price not more than the percentage increase granted to state civil service workers performing similar work. Price adjustments shall be made through modifications to the contract for the difference upon written request of the Contractor,

provided that, prior to or concurrent with such request the Contractor documents to the satisfaction of the University that the Contractor has paid its employees wages not less than that paid to public employees doing similar work during the period of the contract. However, in the event Section 103-55, Hawaii Revised Statutes, is repealed or modified so that this section of the statute is no longer applicable to this contract, this clause will be voided.

9. LICENSED

Due to the nature of the work contemplated, the Contractor shall possess a valid State of Hawaii Contractor's License which permits the Contractor to provide security guard services and which shall be valid throughout the term of the contract. Contractor agrees to furnish proof of such licensing prior to award of the contract and the University retains the right at any time to review the status of the license with the appropriate licensing board.

If, in the opinion of the University, the Contractor does not possess the appropriate licensing to perform the requirements of the contract or does not show proof of appropriate licensing, prior to award, the University may award the contract to the next low bidder.

10. RIGHTS AND REMEDIES OF THE UNIVERSITY FOR DEFAULT

In the event any service furnished by the Contractor in the performance of the contract should fail to conform to the specifications, the University may reject the same, and it shall thereupon become the duty of the Contractor to correct same to conform to specifications, without expense to the University provided that should the Contractor fail, neglect, or refuse to do so, the University shall thereupon have the right to purchase in the open market, for the performance of such service and to deduct from any monies due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the University. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the University.

11. PAYMENT

The Contractor shall be remunerated after acceptable performance monthly for the actual number of hours services are requested and provided. The Contractor shall submit an original and TWO (2) copies of a properly executed invoice, indicating the contract number, and the work performed during the previous month, by the tenth of each month to the Kapiolani Community College, Business Office, 4303 Diamond Head Road, Ilima 101, Honolulu, Hawaii 96816.

12. EXAMINATION OF RECORDS

The Contractor shall allow the University to examine and inspect its books and records of income and payroll expenses relating to this contract during normal office hours as the University may require, and to allow an annual audit of said income and payroll expense related to its University operation by a firm of independent auditors chosen by the University. The University shall pay the costs of such an audit.

13. ANNUAL HOURLY REQUIREMENTS

The total hours per year specified in the Bid Form is an estimate and is used for bid purposes only. Contractor is required to furnish security guard services for more or less than the number of hours estimated at the prices quoted. In the event the total hours per term is less than the estimate shown in the specifications, this reduction in hours shall not constitute grounds for equitable price adjustment for the Contractor.

14. CONTRACTOR'S EMPLOYEES

The Contractor guarantees that its employees and workers are competent, cooperative, and will not act in a negligent manner.

Because of the grave nature of the security services under this contract, the Contractor shall, within THIRTY (30) days after receipt of the Notice to Proceed, provide information on all contract employees who had conviction records and the natures of such convictions. Such information shall be handled in a confidential manner by the University. Should it be determined from the particular facts and circumstances of any contract employee's record that that employee would not be acceptable to perform work under the contract, the University shall so notify the Contractor in writing.

15. REJECTION OF CONTRACTOR'S EMPLOYEES

The University reserves the right to reject any worker that the University deems incompetent, uncooperative, negligent, insubordinate, or otherwise objectionable.

16. NOTIFICATION OF CONTRACTOR'S EMPLOYEES OF CURRENT WAGE RATES

The Contractor shall be obliged to notify its employees performing work under this contract of Section 103-55, Hawaii Revised Statutes, and the current wage rate for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

17. TAX CLEARANCE FOR CONTRACTS

In accordance with Section 103-53, HRS, bidders shall submit with their bid packages, original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. In the event bidders are unable to obtain a tax clearance by mail in time to include it with their bid packages, bidders may submit a completed OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, in place of the DOTAX Form A-6, with their bid packages. However, an original tax clearance must be provided before contract award. Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the bidder, have been paid. This shall apply to all contracts, whether with Hawaii bidders, out-of-state bidders, or nonprofit organizations.

This shall not apply to bidders if the State of Hawaii Department of Taxation certifies that the bidder is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Offers that are not accompanied by original tax clearances or OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, may be considered as non-responsive and may be rejected.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160
- b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

18. TAX CLEARANCE FOR FINAL PAYMENT

GENERAL PROVISION 7.2 entitled Tax Clearance, is hereby deleted and shall be replaced by the following:

TAX CLEARANCE FOR FINAL PAYMENT

In accordance with Section 103-53, HRS, final payment for the settlement of the contract will not be made by the University until the Contractor has submitted to the University original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. Tax clearance shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the Contractor have been paid.

Notwithstanding Sections 40-57 and 40-58, HRS, if a Contractor fails to provide the original tax clearances within SIX (6) months of the notice of final settlement or completion date of the contract, the University shall assign the final settlement payment in an amount not to exceed the tax liability to the State of Hawaii Department of Taxation or Internal Revenue Service, provided that the State of Hawaii Department of Taxation may first offset its tax debt against the sum owed to the Contractor. This shall apply to all contracts whether with Hawaii vendors, out-of-state vendors, or nonprofit organizations.

The foregoing shall not apply to the Contractor if the State of Hawaii Department of Taxation certifies that the Contractor is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160
- b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229